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FILED IN THE
U.S. DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

Aug 29, 2023

SEAN F. MCAVOY, CLERK

9 UNITED STATES DISTRICT COURT
10 FOR THE EASTERN DISTRICT OF WASHINGTON

11 UNITED STATES OF AMERICA,

12 Plaintiff,

4:20-CR-6031-SAB-1

13 v.

Pretrial Diversion Agreement

14 DERRICK ALLEN SAFFORD,

15 Defendant.

16
17 Plaintiff, United States of America, by and through Vanessa R. Waldref, United
18 States Attorney for the Eastern District of Washington, and Caitlin Baunsgard,
19 Assistant United States Attorney for the Eastern District of Washington, as well as
20 Defendant, DERRICK ALLEN SAFFORD, and Defendant's counsel, Ben Hernandez,
21 agree to the following Pretrial Diversion Agreement (the "Agreement"):

22 **I. Overview**

23 1. On October 21, 2020, the United States Attorney's Office for the Eastern
24 District of Washington charged Defendant, DERRICK ALLEN SAFFORD, with
25 Conspiracy to Distribute 100 Grams of Methamphetamine and Heroin, in violation of
26 21 U.S.C. § 846 (Count 1) as well as three counts of Distribution of a Mixture or
27 Substance Containing Fentanyl (Counts 2-4), each in violation of 21 U.S.C. §
28 841(a)(1), (b)(1)(C).

1 2. Defendant stipulates and agrees there is sufficient evidence to support the
2 allegations, and the United States could prove his guilty beyond a reasonable doubt.
3 Defendant wishes to accept responsibility for this conduct. Accordingly, Defendant
4 stipulates and agrees to the following facts, referred to herein as the “Covered
5 Conduct”:

6 a. The Drug Enforcement Administration (“DEA”) was investigating
7 a drug trafficking organization operating in the Eastern District of Washington. In
8 pursuit of that investigation, a confidential informant (“CI”) was utilized to conduct
9 controlled purchases of controlled substances from multiple members of the
10 organization, to include Defendant, in the Eastern District of Washington.

11 b. The investigation showed several individuals were working
12 together locally, to include Defendant and his named co-defendants. They would
13 travel to Oregon to obtain controlled substances, to include heroin and fentanyl-laced
14 pills, and distribute those substances into the community.

15 b. On March 5, 2020, a CI conducted a controlled purchase
16 approximately 27 fentanyl-laced pills directly from Defendant for \$375.00. The DEA
17 Laboratory confirmed the pill count and that the pills contained fentanyl.

18 c. On March 19, 2020, a CI conducted a controlled purchase
19 approximately 50 fentanyl-laced pills. The CI spoke to Defendant, who arranged the
20 particulars of the transaction. Ultimately, Defendant then dispatched co-defendant
21 Manuel Rosas to deliver the pills. The DEA Laboratory confirmed the pill count and
22 that the pills contained fentanyl.

23 d. On April 2, 2020, a CI conducted a controlled purchase
24 approximately 79 fentanyl-laced pills. The CI spoke to Defendant, who arranged the
25 particulars of the transaction; however, told the CI to contact co-defendant Sarah
26 Brewster to finalize the details. The CI did so and went to Defendant’s residence to
27 meet Brewster. Once there, the CI, Rosas, and Brewster all discussed taking a trip to
28

1 Oregon to re-supply with additional controlled substances. The DEA Laboratory
2 confirmed the pill count and that the pills contained fentanyl.

3 4. On authority from the Attorney General of the United States, through
4 Vanessa R. Waldref, United States Attorney for the Eastern District of Washington,
5 prosecution in the Eastern District of Washington for the Covered Conduct shall be
6 deferred for 24 months. This 24-month period begins on the date this Agreement is
7 signed by both parties and accepted by the Court.

8 5. The United States and Defendant stipulate and agree that the Court will
9 maintain jurisdiction over this matter and that the Court shall be the final arbiter as to:
10 (1) whether a party breached this Agreement, and if so; (2) the appropriate remedy,
11 which may include either terminating the Agreement or modifying its terms. A
12 modification may include extending the Agreement's 24-month period by an
13 additional 12 months, for a total of 36 months.

14 **II. Terms**

15 Defendant stipulates and agrees to the following terms:

16 6. **Supervision.** Defendant stipulates and agrees to be supervised by the
17 U.S. Probation Office during this 24-month period (or longer, if the period is extended
18 by the Court). Further, Defendant understands the following:

19 a. Defendant shall not violate any federal, state, or local law. This
20 term does not apply to minor civil infractions such as speeding.

21 b. If Defendant is arrested or has any official contact with law
22 enforcement in a civil or criminal investigative capacity, he shall notify his
23 supervising pretrial diversion officer within two business days.

24 c. Defendant shall live within the jurisdiction of the Eastern District
25 of Washington. If Defendant seeks to move outside the District, he shall notify and
26 seek the approval of his supervising pretrial diversion officer so that appropriate
27 arrangements in light of the Agreement can be made.
28

1 d. Defendant shall maintain employment in a lawful occupation.
2 When out of work, Defendant shall notify his supervising pretrial diversion officer. In
3 the event that Defendant becomes self-employed, he shall provide evidence of such
4 self-employment.

5 e. Defendant's employment may consist of guiding for hunting
6 expeditions and may require the Defendant to be in proximity of firearms. Proximity
7 to firearms will not be considered a violation of this agreement, so long as the
8 Defendant is in not in actual possession of a firearm.

9 f. Defendant shall report to his supervising pretrial diversion officer
10 as directed by the Court or U.S. Probation. Any failure to abide by the reporting
11 requirements as established by the Court or U.S. Probation shall be deemed as an
12 irrevocable violation of the Agreement.

13 7. **Tolling.** Defendant stipulates and agrees to toll the running of all
14 applicable statutes of limitations and any time-based defenses for the Covered
15 Conduct. This tolling shall run from the date the Agreement is signed by all parties
16 until the Agreement expires or is terminated by the Court. Defendant stipulates and
17 agrees that the Agreement's tolling provision does not abridge or curtail the applicable
18 statute of limitations in any way, but rather extends the applicable statute of
19 limitations by the period of time that the Agreement is in effect.

20 Defendant further expressly waives indictment and all rights to a speedy trial
21 pursuant to the Sixth Amendment of the United States Constitution, 18 U.S.C. § 3161,
22 Federal Rule of Criminal Procedure 48(b), and any applicable Local Rules of the
23 United States District Court for the Eastern District of Washington for the period
24 during which this Agreement is in effect.

25 9. **Breach.** If the Court, after a hearing, terminates the Agreement based on
26 a breach by Defendant, the United States may resume its prosecution against
27 Defendant as to the charge(s) under investigation, and any additional charges.
28

1 **10. Admissibility of the Agreement in Prosecution.** In the event that the
 2 Court terminates the Agreement based on a breach by Defendant, Defendant stipulates
 3 and agrees that the Agreement and his admissions contained therein shall be
 4 admissible against him at any trial, sentencing, or other related proceeding.


5 The United States stipulates and agrees to the following:

6 **11. Deferred Prosecution and Dismissal.** The United States stipulates and
 7 agrees to defer prosecution of the above-captioned matter for a period of 24 months
 8 (or up to 36 months, if the Agreement is extended). When and if Defendant satisfies
 9 all the requirements of the Agreement (including any modifications or extensions), the
 10 United States stipulates will, seek dismissal with prejudice of the Indictment filed
 11 against Defendant pursuant to this Agreement. Except in the event of a violation by
 12 Defendant of any term of this Agreement, the United States will bring no additional
 13 charges against Defendant relating to its conduct as described in the Complaint and
 14 the Covered Conduct set forth above. This agreement does not provide any protection
 15 against prosecution for any crimes except as set forth above. Defendant and the
 16 United States understand that the Court must approve deferral under the Speedy Trial
 17 Act, in accordance with 18 U.S.C. § 3161(h)(2). Should the Court declined to defer
 18 prosecution for any reason: (1) both the United States and Defendant are released
 19 from any obligation imposed upon them by this Agreement; and (2) this Agreement
 20 shall be null and void, except for the tolling provisions set forth herein.

21 **III. Approvals and Signatures**

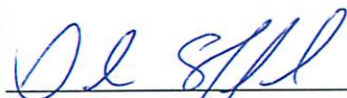
22 Agreed and submitted on behalf of the United States Attorney's Office for the
 23 Eastern District of Washington.

24
 25 Vanessa R. Waldref
 26 United States Attorney

27 
 28 Caitlin Baunsgard
 Assistant U.S. Attorney

8/29/23
 Date

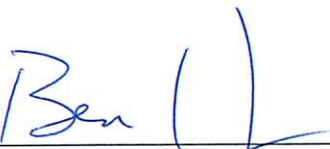
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2 I have read the Agreement and have carefully reviewed and discussed every
3 part of the agreement with my attorney. I understand and voluntarily enter into this.
4 Furthermore, I have consulted with my attorney about my rights, I understand those
5 rights, and I am satisfied with the representation of my attorney in this case. I
6 understand the terms and conditions of the Agreement and agree to comply with them.
7

8
9 

10 DERRICK SAFFORD
11 Defendant

8-29-2023

Date

12
13 

14 Ben Hernandez
15 Attorney for Defendant

8-29-2023

Date

16
17 Approved without passing judgment on the merits or wisdom of this diversion.
18

19 

20 Stanley A. Bastian
21 Chief United States District Judge

8.29.2023

Date